



INVITATION FOR BID





GSA Public Buildings Service

May 1, 2006

Dear Interested Party:

It is my pleasure to formally announce the anticipated sale of the "Middle River Station." The facility, formerly known as the Glenn L. Martin Company Plant No. 2, was utilized by the federal government in 1941 to produce and assemble the B-26 Bomber. After World War II, the facility supported the needs of the U. S. Navy and the GSA as a supply depot.

The accompanying Invitation for Bid package is yet another important step to returning this historic and valuable property back into productive private use, and onto the local tax rolls of Baltimore County.

The Middle River Station public sale represents a partnership of roles among local government, the development community, and the federal government. This "Partnership Triad" represents the will of the local community on land-use planning and zoning. It also engages and leverages the skills and assets of the developers who will transform the property into productive uses that benefit the community. The federal government's role, as directed by the Congress, authorizes GSA to offer the surplus property through an open and competitive bidding process.

The Middle River Station marketing team notes in its collateral materials that the word "Station" connotes the important connection served between commerce and transportation. Knowing the property now constitutes a crossroads of the highway, waterway, railway and airway systems means the march of time from Glenn L. Martin's vision continues to this date for the delivery of greater commerce and economic development. I look forward to your participation in this public sale.

Sincerely,

A handwritten signature in black ink that reads "William H. Matthews". The signature is written in a cursive, slightly stylized script.

William Matthews
Assistant Commissioner
Public Buildings Service

U. S. General Services Administration
1800 F Street, NW
Washington, D. C. 20405-0002
www.gsa.gov



MIDDLE RIVER STATION

A NEW DESTINATION

MIDDLE RIVER STATION

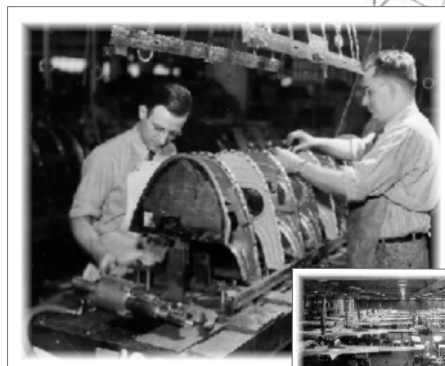
The U. S. General Services Administration (GSA) is pleased to announce the public sale of the former Glenn L. Martin Company Plant No. 2, Middle River Depot, branded “Middle River Station”. Sitting at crossroads of highway, waterway, railway and airway systems, Middle River Station holds all the promise of a new destination for greater commerce and economic development.

The 50.35-acre property will be offered for sale by GSA through a competitive online public auction as detailed in the Invitation for Bid (IFB). We welcome your participation in this unique opportunity to contribute to the community's rich history and economic success.



Glenn L. Martin

Photograph courtesy of the Des Moines Register



B-26 Bomber assembly

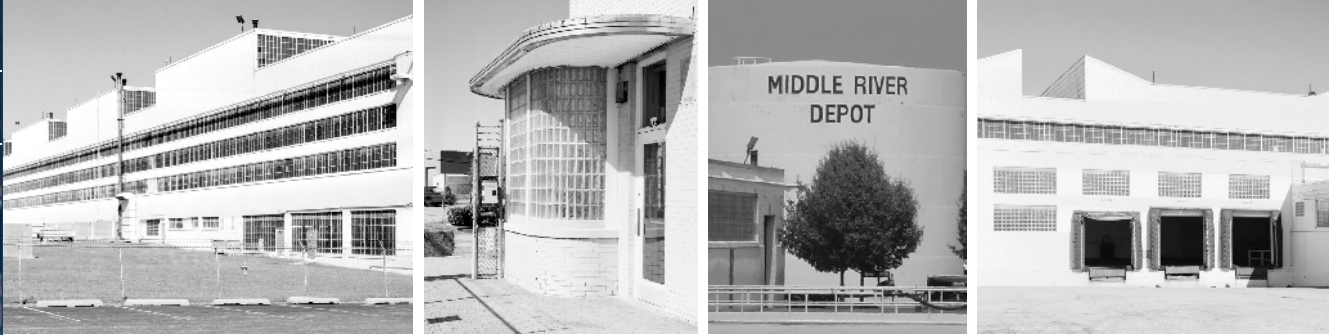


A vast, open expanse of 1.9 million square feet stretches where World War II Martin B-26 Marauders were once manufactured by the Glenn L. Martin Company in the 1940's. The final assembly area of the bomber, in the upper level of the two-story warehouse, still offers 120,000 square feet of unobstructed space lending itself to many adaptive reuses. This historic structure was designed by the noted architectural firm of Albert Kahn Associated Architects and Engineers, Inc. The use of steel trusses to achieve clear span and the introduction of natural light through roof monitors and sawtooth clearstories still distinguish its appeal today. Now, developers will have the opportunity to create a new vision for what currently is used as a federal storage facility near Martin Lagoon.

“THE WAY TO BUILD
AIRCRAFT OR
ANYTHING ELSE
WORTHWHILE IS TO
THINK OUT QUIETLY
EVERY DETAIL ...
AND WHEN YOU
HAVE IT ALL
WORKED OUT ...
RAISE HEAVEN AND
EARTH AND NEVER
STOP UNTIL YOU
HAVE PRODUCED
THE THING YOU HAVE
STARTED TO MAKE. ”

GLENN L. MARTIN,
1918

INTRODUCTION



\$800 MILLION IN PUBLIC INVESTMENT DRIVING A COMMERCIAL AND RESIDENTIAL RENAISSANCE

Over \$800 million in private, state, and county investment in infrastructure upgrades, streetscape improvements, new parks and housing encourages employment intensive development. Obsolete World War II-era apartments have been purchased by Baltimore County and razed to make way for modern housing, new parks and open space. More than 5,000 new single family, townhomes, workforce affordable rentals and senior housing units are under construction or proposed in eastern Baltimore County.

ALONG THE I-95 CORRIDOR, NEXT TO COMMUTER RAIL STATION, A SHORT WALK TO THE CHESAPEAKE BAY

Middle River Station is strategically located in the heart of an area that has been experiencing phenomenal residential and commercial growth, at the intersection of Maryland Route 43 (White Marsh Boulevard) and Eastern Boulevard in eastern Baltimore County, Maryland. A MARC commuter railstation is adjacent to the property, providing direct access to downtown Baltimore and Washington, D.C. Martin State Airport, Lockheed Martin, and Middle River Aircraft Systems facilities are across the street. The property is within walking distance of a tributary of the Chesapeake Bay, with a shoreline dotted with parks, marinas and waterfront homes.

NEW JOBS, NEW MARKETS

Adjacent to Maryland Route 43, Baltimore Crossroads @ 95 and Windlass Run Business Park comprise one of the Mid Atlantic's largest new business communities. Construction of spec buildings began in summer 2005 on more than 1,000 acres designed for corporate campus, office, high value manufacturing and distribution. Projections call for the business parks to attract more than 10,000 new jobs within a decade.

“The rebirth of Middle River is no longer a dream; it's become a reality. Each month seems to bring a new announcement or groundbreaking for eastern Baltimore County.”

- Baltimore Sun Editorial

“THE PROPERTY'S HIGH CEILINGS AND OPEN FLOOR PLAN ARE IDEAL FOR A CREATIVE MIX OF BUSINESS, RESIDENTIAL, AND COMMERCIAL USES. MIDDLE RIVER STATION OFFERS A RARE REDEVELOPMENT OPPORTUNITY WITH ALL THE HALLMARKS FOR SUCCESS: A SHORT WALK TO THE BALTIMORE COUNTY WATERFRONT, ADJACENT TO A COMMUTER RAIL STATION, SURROUNDED BY NEW NEIGHBORHOODS, NEAR A NEW 1,000 ACRE BUSINESS PARK.”

BALTIMORE COUNTY EXECUTIVE
JIM SMITH





BUSINESS AND FINANCING ASSISTANCE

Prospective developers are encouraged to consult with Baltimore County as they consider investing in quality redevelopment of the Middle River Station. Baltimore County's package of expanded business assistance tools can facilitate projects that meet the County and the community's vision for a mix of business, residential and commercial uses on the property.

RENAISSANCE REDEVELOPMENT DESIGNATION

A new tool for redevelopment is the County's new Renaissance Redevelopment Pilot Program. The innovative program creates "renaissance opportunity areas" to fast-track specific projects, regardless of underlying zoning regulations, based on the outcome of a collaborative design process involving the community and a committed developer.

COMMERCIAL REVITALIZATION TAX CREDIT POTENTIAL

Baltimore County has established an aggressive program to promote new investment in designated Commercial Revitalization Districts. Eligible projects may receive a 100% credit for ten years if improvements exceed \$10,000,000. Although the Middle River Station is not currently in a Revitalization District, Baltimore County may consider establishing a new district for projects that enhance the Middle River revitalization area.

ENTERPRISE ZONE POTENTIAL

The County may consider extending the existing North Point Enterprise Zone to enable a redevelopment project at Middle River Station to take advantage of special incentives. Businesses making real estate and capital investment and adding new jobs may be eligible for 10-year real property tax credits and state income tax credits for newly hired employees.

OFF-SITE IMPROVEMENTS

Qualifying projects may be eligible for financial assistance for off-site improvements related to the redevelopment.

TAX INCREMENT FINANCING

Baltimore County may consider designating the Middle River Station property as a special taxing district to enable tax-increment financing to be used to fund major improvements.

EXPEDITED PERMITTING AND COUNTY FINANCING ASSISTANCE

As a Baltimore County priority project, the Middle River Station may be eligible for expedited fast track permitting. Eligible businesses and developers may qualify for financial assistance through Baltimore County's loan programs.

HISTORIC TAX CREDITS

Middle River Station is eligible for listing on the National Register of Historic Places and is among those properties included in the Maryland Historical Trust's Inventory of Historic Properties. A large section of the property has also been designated as a Baltimore County Historic Landmark. Accordingly, Baltimore County and the Maryland Historical Trust may assist prospective developers interested in securing county, state, and federal historic tax credits for investments in rehabilitation of the historic structure.

COUNTY ECONOMIC DEVELOPMENT INCENTIVES

Contact: Mr. Bill Jones
Baltimore County Department of
Economic Development
Phone: (410) 887-8237
e-mail: wjones@co.ba.md.us



BAITIMORF COUNTY
MARYLAND

HISTORIC PRESERVATION INCENTIVES

Contact: Mr. Michael K. Day
Deputy Director/Deputy SHPO
Chief, Office of Preservation Services
Maryland Historical Trust
Phone: (410) 514-7629
e-mail: MDay@mdp.state.md.us
www.marylandhistoricaltrust.net

THE MARKET

KEY DEMOGRAPHICS
WITHIN 5-MILE
RADIUS OF EASTERN
AVENUE,
FROM THE
BALTIMORE CITY LINE
TO MD43

POPULATION
299,179
HOUSEHOLDS
119,760
AVERAGE HH
INCOME \$50,294

LABOR AVAILABILITY
(AGE 18-64)
5-MILE RADIUS
183,245
10-MILE RADIUS
575,686
15-MILE RADIUS
943,659

Source: Claritas 2004





GSA'S MIDDLE RIVER DEPOT
2800 EASTERN BOULEVARD
MIDDLE RIVER, MARYLAND 21220

PARCEL SUMMARY

The parcel is improved with a two-story warehouse with approximately 1.9 million square feet on 50.35 acres with 320 surface parking spaces. The upper level of the warehouse contains approximately 120,000 square feet of unobstructed space. There is approximately 950 feet of frontage on Eastern Boulevard and 1,600 feet of frontage on Penn Central Railroad/ Amtrak. The property is zoned MH-IM, Manufacturing, Heavy Industrial. Consult Baltimore County for rezoning potential and allowable uses. The legal description and plat map are available on the attached CD for reference.

ONLINE AUCTION SUMMARY

Online Auction Website:
<http://www.auctionrp.com>

Auction Starts:
June 28, 2006

Auction Ends:
Based on bid activity

Minimum Opening Bid:
\$10 million (\$10,000,000)

Required Registration Deposit:
\$500,000

Minimum Bidding Increments:
\$100,000

SALE KICK-OFF JUNE 28 AT 9:30 AM

Join representatives from GSA, Baltimore County and the Maryland Historical Trust on site on Wednesday, June 28, 2006 at 9:30 AM to learn firsthand of the sale process and the economic and/or redevelopment incentives available for the property. Immediately following the kick-off, participants may tour the facility and begin their assessment of this unique development opportunity.

SITE INSPECTIONS

GSA representatives will be on site for prospective buyers to tour the facility and conduct scheduled technical inspections on:

June 28	9:00 a.m. - 3:00 p.m.
July 12	9:00 a.m. - 3:00 p.m.
August 2	9:00 a.m. - 3:00 p.m.

SUBMIT BID FORM AND REGISTRATION DEPOSIT TO:

Kristine L. Carson, Project Manager
U. S. General Services Administration
401 West Peachtree Street, Suite 820
Atlanta, GA 30308

(404) 331-5133 (office)
(404) 331-2696 (direct)
(404) 331-2727 (facsimile)
kris.carson@gsa.gov

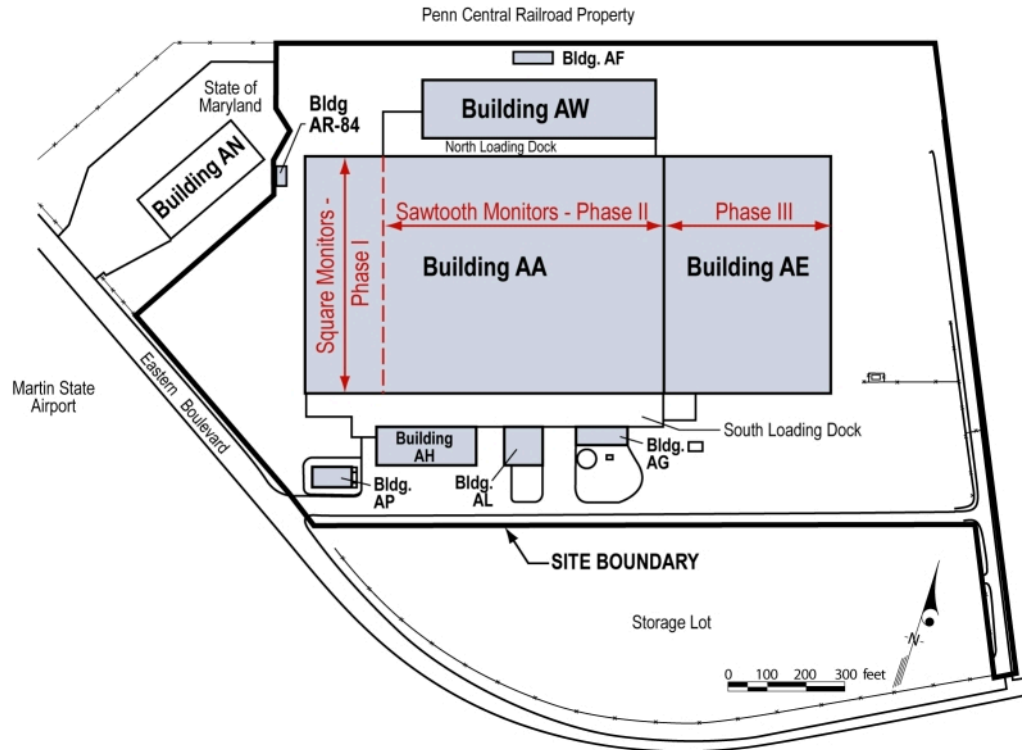
JOIN
REPRESENTATIVES
FROM GSA,
BALTIMORE
COUNTY AND THE
MARYLAND
HISTORICAL TRUST
ON SITE
ON WEDNESDAY,
JUNE 28, 2006
AT 9:30 AM
TO LEARN
FIRSTHAND OF
THE SALE
PROCESS AND THE
ECONOMIC
AND/OR
REDEVELOPMENT
INCENTIVES
AVAILABLE FOR
THE PROPERTY.





MIDDLE RIVER STATION SITE AND ELEVATIONS

BUILDINGS	SQUARE FEET
AA Main	1,255,122
AE Annex	513,237
AP Administration	15,000
AH Drophammer	27,000
AL Oil House	20,000
AG Boiler House	6,000
AR Flammable Storage	1,300
AF Lumber Shed	1,200
AW Warehouse	78,000
TOTAL	1,916,859



North Side of Building AW



East Side of Building AE - Phase III



West Side of Building AA - Phase I



North Side of Building AE - Phase III



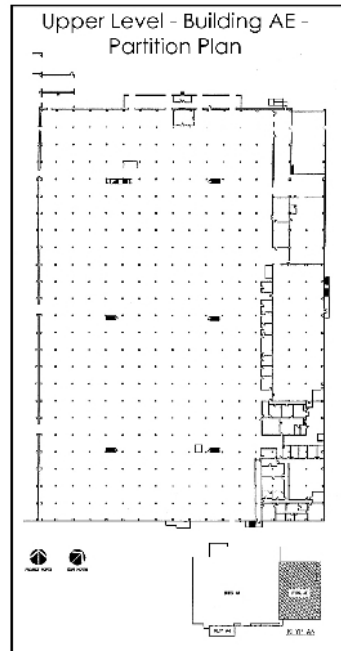
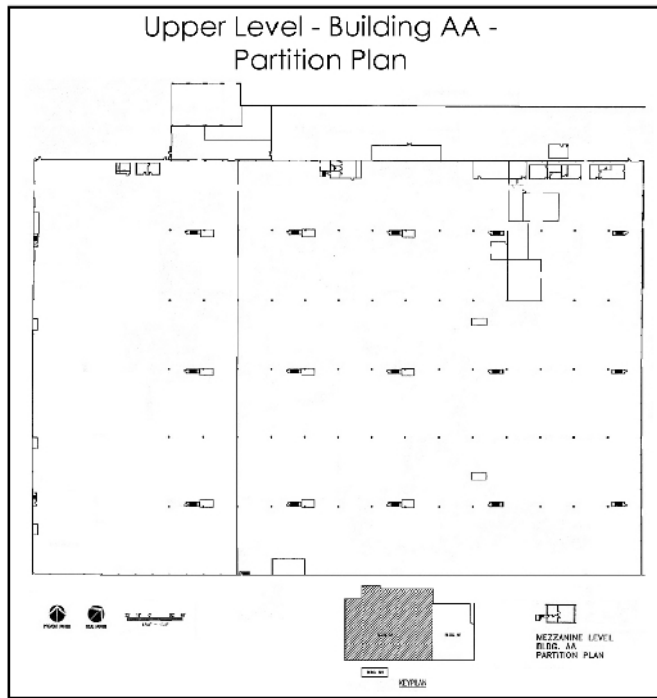
South Side of Building AA and AE
Phases II and III



North Side of Building AA - Phase I



MIDDLE RIVER STATION INTERIOR VIEWS



Building AA - Phases I and II



Building AE Upper Level - Phase III



Building AA - Phase II



Building AE Lower Level - Phase III

PROPERTY DESCRIPTION

LOCATION AND DESCRIPTION

The sale of 50.35 acres of the former Middle River Depot and/or the Glenn L. Martin Company Plant No. 2, herein called Middle River Station, or the Property, presents a development opportunity in a growing live-work-play community of eastern Baltimore County, Maryland. The property is located 13 miles northeast of downtown Baltimore at 2800 Eastern Boulevard, Middle River, Maryland, 21220. It is strategically positioned at the intersection of Eastern Boulevard and Maryland Route 43 (White Marsh Boulevard). The northern boundary abuts Penn Central Railroad/AMTRAK. A MARC commuter rail station is adjacent to the property providing direct access to downtown Baltimore and Washington, D. C. Martin State Airport is across Eastern Boulevard. The Chesapeake Bay is visible from the Station's rooftop and is in walking distance to a shoreline dotted with parks, marinas and waterfront homes.

DRIVING DIRECTIONS

From downtown Baltimore, take I-95 North to I-695 East to Essex. Merge left to Exit 36, MD 702 towards Essex. Merge onto MD150 to Chase via Eastern Boulevard. Follow directional signs to Martin State Airport and/or MARC. Stay on Eastern Boulevard for approximately three miles. Property is on the left after MARC and across from Martin State Airport at 2800 Eastern Boulevard, Middle River, Maryland 21220.

PARCEL DESCRIPTION

The parcel consists of 50.35 acres; 2,193,285 SF with a 0.6881 acre storm drain easement. The owner of record is the United States of America (USA). The U. S. General Services Administration is the holding agency having custody and accountability for the asset.

Fee simple interest of the property was acquired by the USA in two parcels. Parcel 1 containing 78.90 acres was acquired by condemnation, Civil No. 3656, Judgment on the Declaration of Taking in the case entitled USA v. 78.9 acres of land and Glenn L. Martin Company et al., Civil No. 3565, District of Maryland recorded in the land records of Baltimore County on October 1, 1947 at Liber 1600, Folio 476. Parcel 2 containing 0.073 acre was acquired by condemnation, Civil No. 3637, Judgment

on the Declaration of Taking in the case entitled USA v. 0.073 acres of land and A. V. Williams, et. al.

The entire site and improvements transferred from the Army to the Navy effective January 1, 1952, renamed the Naval Industrial Reserve Aircraft Plant, Bengies, Maryland.

GSA acquired the site from the Navy on November 4, 1964. Subsequently, three parcels were conveyed. The property offered for sale in this IFB is the remaining parcel as set forth on the boundary survey dated March 23, 2004, from APR Associates, Inc. and the legal description date April 16, 2004.

Property Tax Identification Number is:

15 19-00-000303, Tax Map 91, Parcel 41.

RAILROAD EASEMENT

The northern boundary abuts the Penn Central Railroad/AMTRAK. A railroad spur leads southwest from the main track to a railroad maintenance building that is now operated by the State of Maryland. The maintenance building, although part of the historic parcel, is not part of the GSA portion of the site. A MARC Station and its tracks border the property. The property to be conveyed is subject to "Revertible Easements for Relocation and Maintenance of Tracks and Construction and Maintenance of Highway," granted by the United States to the State of Maryland, April 21, 2005, for use of the State Highway Administration, Department of Transportation. These easement grants are filed for record in the Maryland State Archives Book 0022045, Pages 061-070, and concern 2.4737 acres of the property for relocation and maintenance of tracks and 0.0401 acres for highway use.

LEGAL DESCRIPTION

Refer to attached CD for legal description and plat map.

PARKING

The site currently offers 320 paved surface parking spaces.

HOLDOVER TENANTS

The property is currently occupied with various tenants. The sale is subject to the continued occupancy as specified in the lease agreements on the attached CD. The buyer will be required to execute the agreements at closing.

Lease I Approximately 1,789 usable SF (2,737 rentable SF)

Agency	Unit	Rentable SF	Reserved Parking Spaces	Term	Rate
DHS	1	1,101	0	1 year with Government having cancellation rights with 30 days notice.	Fully serviced lease at \$3.50 per USF.
GSA	2	1,636	6		
Total		2,737	6		

Lease II - Approximately 459,263 usable SF (473,271 rentable SF)

Agency	Unit	Rentable SF	Reserved Parking Spaces	Term	Rate
DOD	1	473,271	55	Until 9/30/2008 with Government having cancellation rights with 90 days on or after 9/30/2007.	Fully serviced lease at \$3.50 per USF.

ZONING

Zoning is governed by Baltimore County. The property is classified as MH-IM (Manufacturing, Heavy-Industrial, Major with a wide variety of manufacturing, processing, warehousing and related uses are permitted, along with offices and some retail use). While the property is zoned MH-IM, a heavy industrial/manufacturing classification, Baltimore County and local community groups such as the Essex-Middle River Renaissance Corporation have expressed support for mixed-use redevelopment.

Floodplain Map Panel Number 2400100435B;
3/2/1981, Floodplain Designation, Zone C, Outside the 100-year floodplain.

ZONING

Building Restrictions	Required	Provided
Maximum Height	Unlimited, with exceptions	Conforms
Maximum Floor Area Ratio	2.0	0.864
Minimum Front Setback	50 feet	Conforms
Minimum Side Setback	30 feet	Conforms
Minimum Rear Setback	30 feet	Conforms
Minimum Parking	Varies with use	Appears to conform

UTILITIES

Utilities	Provider	Contact Numbers
Water	Baltimore City	410.396.5398
Sewer	Baltimore County	410.887.2423
Electricity	BGE	410.685.0123 or 410.265.4615
Local Phone	Verizon	410.954.6611

UNDERGROUND STORAGE TANKS

There are no active underground storage tanks.

ABOVEGROUND STORAGE TANKS

There are six 15,000-gallon aboveground fuel tanks in the basement of Building AL and three 500-gallon aboveground tanks in Building AG. (For additional information, refer to CD for Phase I Environmental Site Assessment, prepared by Greenhorne & O'Mara (G&O), Inc. dated June 2004, Section 6.2.)

ASBESTOS

Asbestos-containing materials are present throughout the Middle River Depot. See special terms and conditions.

PCBs

Reports and interviews indicate that PCB-containing transformers were removed from substations throughout the buildings in the late 1980's and early 1990's.

There are no known fluorescent light fixtures containing PCB ballasts.

The Phase I Environmental Site Assessment recommended some additional wipe sampling for concrete floor surfaces of substations in which PCB transformers were once located. Source: Phase I Environmental Site Assessment, prepared by Greenhome & O'Mara (G&O), Inc. dated June 2004. Phase I, Section 6.6.

In December 2004/January 2005 G&O Asbestos and PCB Abatement Report summarizes the removal of PCB-containing oil and residue from electrical substation floors in the AA Building (substation 1) and the AE Building (substation 6).

The open floor drains identified in the Phase I Environmental Site Assessment were sealed off with concrete in October 2004.

LEAD-BASED PAINT

Based on the age of the structure, the presence of lead-based paint is suspected. See special terms and conditions.

HISTORIC PRESERVATION

Once the home of the B-26 bomber, this former Glenn L. Martin Company Plant No. 2 is deemed eligible for listing for the National Register of Historic Places. At closing, the Purchaser shall execute a preservation easement to preserve the significant features of the property. The preservation easement is referenced on the CD. See special terms and conditions.

BUILDING DATA

The property is improved with eight one and two-story office and industrial buildings having approximately 1,916,859 gross square feet, 1,737,701 rentable square feet, according to the floor plans for Buildings AA and AE drawn by Peck & Assoc., dated March 2, 1992, and information reported in a building engineering report prepared by Smith and Faass Consulting Engineers, Inc. in March 1993. (This includes 112,227 square feet of office space, or approximately 6.0% of the NRA. Buildings AF, AG and AR are excluded from the NRA calculation.)

The structures were built in 1941 with the annex, the AE Building, added in the mid 1950's. The property is

centered around the main, two-story, masonry and glass, warehouse manufacturing building identified as Building AA. Five of the eight buildings on the property are attached to and accessible from Building AA. To the rear of Building AA is the two-story, annex building identified as Building AE. On the west side of Building AA is the AW warehouse area, or north loading dock. Three additional buildings, AH, AL and AG are all attached to the south side of AA. The three freestanding buildings on-site include; (1) the two-story masonry and glass office building with a basement, Building AP, located at the entrance to the property; (2) a one-story, masonry storage Building AR, located along the southwest portion of the property; and (3) a masonry and wood-framed open shed building located along the northern edge of the property.

Buildings AF and AR are small, freestanding ancillary storage buildings. Building AG is the Boiler House, which contains mechanical and sprinkler system equipment, which serves the rest of the warehouse building.

Bldg	Type	GBA(SF)	NRA(SF)	Office (SF)
AA	Main Warehouse	1,255,122	1,121,871	41,104
AE	Annex Warehouse	513,237	475,830	56,123
AW	N. Loading Dock	78,000	78,000	0
AF	Open Shed	1,200	0	0
AG	Boiler House	6,000	0	0
AH	Warehouse	27,000	27,000	0
AL	Warehouse	20,000	20,000	0
AP	Offices	15,000	15,000	15,000
AR	Storage	1,300	0	0
TOTAL		1,916,859	1,737,701	112,227

Space is allocated as follows:

Bldg.	Floor	NRA (SF)	Ceiling Ht.
AA/AE	1 st floor	767,643	14 ft., clear
AA	2 nd floor	120,000	32 ft., clear
AA/AE/AW	2 nd floor	788,058	20 ft., clear
AH	1 st floor	27,000	20 ft., clear
AL	1 st floor	20,000	20 ft., clear
AP	P/O 2 nd fl. Whs.	15,000	

STRUCTURAL SYSTEMS

FOUNDATION & FLOORS

All footings and foundation walls are concrete. Basement floors are slab on grade. Multi-story buildings have reinforced concrete floors.

EXTERIOR WALLS

AA: This is a two-story warehouse building. The walls above grade are masonry block and steel framed panels with continuous bands of large windows. Upper portions of the walls at the north and south loading docks are corrugated steel panels. The main windows in the walls consist of continuous large sections of steel windows with a row of operable sashes. In the raised sawtooth sections of the roof the windows are fixed, steel units with single glazed wire glass panes. Walls below grade are concrete.

AE: This is a two-story warehouse building. The walls above grade are masonry block and steel framed with few window penetrations. Walls below grade are concrete.

AW, AH & AG: These are all single-story warehouse buildings. Walls are masonry block and steel framed panels with large continuous window areas.

AL: This is a one-story warehouse with a basement. The walls above grade are masonry block and steel framed panels with large continuous windows areas. Walls below grade are concrete.

AF & AR: These are single-story, storage warehouse buildings with masonry block exterior walls.

AP: This is a two-story office building with a basement. The walls above grade are brick masonry with bands of windows in metal frames. Walls below grade are concrete.

ROOF STRUCTURE & COVERING

AA: The roof is segregated into two areas: the high bay flat roof and a raised, sawtooth section. The roof framing consists of metal decking over long span steel joists supported by steel columns. The high bay roof is a built-up roof with an aluminized protective covering. The remainder of the building is a EPDM Carlisle roof on the sawtooth areas, with exception to

sawtooth # 5. It is a modified bitumen. The EPDM was installed in 1992.

AE, AW, AG, AH, AL, AP & AR: The roof framing consists of metal decking over steel joists, beams and trusses, which are supported by steel columns. The roof covering is a three-ply built-up system ballasted with slag. The estimated age of the roofs on the AP, AH and AW are five years old or less.

AF: The roof is of wood, A-frame, covered with fiberglass shingles.

The roof is comprised of the following systems with approximate areas:

EPDM (rubberize system 626,050 SF)
Modified Bitumen 288,000 SF
Built-up 121,000 SF
Total roof area 1,035,050 SF

WAREHOUSE CEILING HEIGHTS

AA: 1st flr. 14' clear, 2nd flr. 32' clear & 20' clear
AE: 1st flr. 14' clear, 2nd flr. 20' clear
AW: 20' clear
AH: 20' clear
AL: 20' clear

COLUMN SPACING

AA: 25' x 25' (1st floor); 100' x 50' (2nd floor)
AE: 25' x 25' (1st floor); 25' x 25' (2nd floor)
AW: 20' x 20
AH: 25' x 25'

EXTERIOR LOADING DOORS

AA: 10, metal roll-up loading dock doors
AE: 14, metal roll-up loading dock and drive-in loading doors
AW: 9, metal roll-up loading dock doors
AH: 3, metal roll-up drive-in loading doors
AL: 1, metal roll-up loading dock door

There are 30 dock levelers located throughout the warehouse space.

WINDOWS

AP: Vinyl double hung windows.
ALL: Fixed and operable, single-glazed wire glass panes in steel grid frames.

INTERIOR FINISHES

AA: The warehouse space is unfinished with exposed walls and floors on both levels. The first floor ceiling is exposed concrete, supported by large concrete columns. The second floor warehouse area is open to the ceiling exposing the steel reinforced roof structure. Lighting is provided by multiple, ceiling-mounted sodium vapor lamps. This building contains 26,910 square feet of office space in the lower level and a 5,000 square foot shipping office on the upper level. The interior finishes in this area include either asphalt tile or carpeted floors. The walls are painted plasterboard, and ceilings are finished with acoustical tile panels. Lighting includes fluorescent fixtures, some recessed and some exposed.

AE: The warehouse space is unfinished with exposed walls and floors on both levels. The first floor ceiling is exposed concrete, supported by large concrete columns. The second floor warehouse area is open to the ceiling exposing the steel reinforced roof structure.

There is 22,000 square feet of office space on the upper level and 1,810 square feet on the lower level. The interior finishes in this area include either asphalt tile or carpeted floors. The walls are painted plasterboard, and ceilings are finished with acoustical tile panels. Lighting includes fluorescent fixtures, some recessed and some exposed.

AW: This is a single-story warehouse building with a large unfinished warehouse space with exposed masonry block walls, exposed steel frame ceilings, and with fluorescent lighting. Office space in this building includes painted drywall partitions, concrete floors, acoustical tile ceilings and fluorescent channel lighting.

AF, AG: These buildings are single-story, unfinished warehouses with exposed masonry block walls, exposed steel frame ceilings, and multiple ceiling-mounted sodium vapor light fixtures.

AP: This is a 15,000 square foot, two-story, walk-up office building with an unfinished basement. The basement is a fallout shelter with capacity for 100 people. The offices above feature painted drywall walls, wall-to-wall carpet, and acoustical tile

ceilings with fluorescent channel lighting. The corridors include glazed masonry walls, finished concrete or vinyl tile floors, acoustical tile ceilings and fluorescent channel lighting. There is a set of restrooms on each floor.

MECHANICAL SYSTEMS

HEATING AND COOLING

AA: There is no air conditioning in the warehouse areas. However, heat is provided by large space heaters located in the warehouse areas on both floors. HVAC for the offices is provided by two Flexaire oil-fired, hot water boilers, which provide heat via various radiators, and air conditioning via a multi-zoned forced air handler, and one split system air handler. In addition, various window unit air conditioners supplement cooling to the offices. The roof above the second floor warehouse features multiple gravity ventilators.

AE: There is no air conditioning in the warehouse areas with exception to a small section (15,000 SF) of the upper level which is cooled by a 60-ton chiller with air handlers. However, heat is provided by large space heaters located in the warehouse areas on both floors. HVAC for the offices is provided by four, Flexaire oil-fired, hot water boilers, which provide heat and air conditioning via seven split system air handlers. In addition, various window unit air conditioners supplement cooling to the offices. The roof above the second floor warehouse features multiple gravity ventilators.

AW: Heat is provided by fan coil units (unit heaters) and air handlers. Half of the AW Building is air conditioned.

AG: An oil-fired, hot water boiler provides steam to unit heaters in this building and the adjacent warehouse space in Building AA. The building has no air conditioning.

AH: This building is heated by one large oil-fired space heater. It also houses an oil-fired steam boiler providing steam for the HVAC system in the office building (AP).

AL: An oil-fired, hot water boiler located in the basement of this building provides steam to radiant heaters in the basement and on the first floor of this building. The building has no air conditioning.

AP: The steam serving this building's HVAC system is generated by an oil-fired, hot water boiler located in Building AH. One air handling unit providing forced air heat and air conditioning serves this entire building. Hot-water perimeter heat is also available.

There are 24 oil fired hot forced air furnaces and 10 boilers. Two of the boilers are in need of repair.

ELECTRICAL

All of the buildings in the complex are served by two 13.2 KV primary feeders connected to 15 KV fused manual switchgear. The backup systems includes a Square D 480V/277V secondary switchgear with 600V circuit breakers with solid state trip units with ground fault protection.

PLUMBING

AA, AE, AW, AG, AL & AP: All of these buildings are served with public water and sewer. Building AL has no restroom facilities. The AP water cooler system is out of service.

AA, AE, AW, AG & AP: These buildings are served with multiple men's and women's restrooms. The fixtures include vitreous china sinks, toilets, water closets and lavatories, janitor closets contain enameled cast iron service sinks. Freestanding water coolers are provided adjacent to the restrooms.

There are also a number of emergency showers and eye wash fixtures installed throughout Building AA. Hot water distribution is provided by several 47-gallon, residential type hot water heaters.

AH, AF & AR: These buildings have no plumbing services.

FIRE PROTECTION

AA, AE, AW, AH, AL & AG: These buildings are served with either an individual wet pipe sprinkler system, or a combination of a wet and dry pipe sprinkler system.

AF, AP & AR: There are no sprinkler systems.

ELEVATORS

AA: There are two freight elevators with 10,000 lb. capacity. One of the elevators is operational though placed out of service in 2000. The elevator at column 37 was damaged and not operational.

STAIRS

AA, AE, AL & AP: Interior stairs in these multi-story buildings or buildings with basements are constructed of poured in place concrete.

LOAD CAPACITY

Structural analysis indicates the allowable superimposed live load for the upper level of the AA Building is 225 pounds per square foot and 300 pounds per square foot for the upper level of the AE Building.

INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

1. AUCTION START DATE

The auction starts on June 28, 2006 at 9:00 a.m. Eastern Daylight Time (EDT) or Eastern Standard Time (EST).

2. TYPE OF SALE

This sale will be an online auction conducted via the Internet at www.auctionrp.com. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on www.auctionrp.com. The auction may continue beyond that date as long as bidders submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

4. MINIMUM OPENING BID

The minimum opening bid of \$10,000,000 does not represent the value of the property but rather provides a reasonable starting point for the auction. The Government seeks to obtain a bid that is most advantageous to the Government, price and other factors considered. The Government reserves the right to reject any and all bids.

5. BID DEPOSIT AND REGISTRATION

(a) Bidders must complete the bidder registration process and provide a bid deposit in the amount of \$500,000 to bid on this property. There are three steps to the bidder registration process:

Step 1: Bidders must register online at www.auctionrp.com. Click on "Create an account," complete the information, and establish a User ID and password (reference paragraph 6 below).

Step 2: Bidders must transmit the bid deposit with the appropriate deposit form and the properly completed, signed, and dated "Bidder Registration for Purchase of Government Property" (Registration Form) accompanying this IFB to GSA by U. S. Mail, by private delivery service or in person. The registration and deposit form should be filled out legibly with any erasures, strikeovers, and corrections initialed by the person signing the form. The registration and deposit form submitted in any other manner, or which fails to furnish all information or certifications required, may be summarily rejected. Additional forms are available on request, or you may photocopy the form in this IFB.

The bid deposit must be in the form of a cashier's check or certified check. Personal or company checks are NOT acceptable. Cashier's or certified checks must be made payable to: "U. S. General Services Administration." Bidders will not be authorized to bid until all information is received and the bid deposit is verified by GSA personnel.

Bidders should retain a copy of all documents for personal records. Forms delivered by U. S. Mail, in person, fax, or via private delivery service shall be sent to:

**GSA Southeast Sunbelt Region
Property Disposal Division (4PR)
401 W. Peachtree Street, Suite 820
Atlanta, Georgia 30308
Attn: Kris Carson, Project Manager
Facsimile: (404) 331-2727**

Step 3: After the online registration is completed and the registration form and bid deposit are received by the GSA office identified above, the bidder's online account and User ID will be activated and bids can be submitted. The User ID will be used to identify the bidder on the auction web page.

(b) Within ten (10) calendar days of acceptance of a bid by the Government, the GSA office identified above must receive from the successful bidder an additional amount, if any, which when added to the initial bid deposit, will equal at least ten percent (10%) of the amount of the bid.

This additional bid deposit must be in the form of a cashier's check or certified check made payable to the "U. S. General Services Administration." Credit card charges, personal checks, or company checks are NOT acceptable. Failure of the successful bidder to provide the additional bid deposit shall require rejection of the bid and forfeiture of the initial bid deposit.

- (c) Upon the Government's acceptance of a bid, the successful bidder's bid deposit and additional bid deposit shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of the bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- (d) Bid deposits accompanying bids that are rejected will be processed by GSA Finance for return to bidders without interest. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the bid deposit by the U. S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employee Identification Number. The use of an individual's SSN will be collected only for the proper refund of the bid deposit.
- (e) Prior to the close of the auction, a bidder who is not the high bidder, or second high bidder, may request to withdraw from the auction and request a refund of their bid deposit. To withdraw from the auction, a bidder must submit to GSA, at the above address, a signed and dated written request that includes their TIN as stipulated in paragraph (d) above. Upon receipt, GSA Finance will process a refund of the bid deposit.
- (f) At the close of the auction, bid deposits received from the two highest bidders will be held as stipulated in Section 12, Back-up Bidder. All other bid deposits will be processed by GSA Finance for return to bidders after receipt of the TIN as stipulated in paragraph (d) above.

- (g) The Government may withdraw the property for sale at any time and bid deposits will be processed for return to bidders as stipulated in paragraph (d) above without interest or further obligation by the Government.

6. USER IDENTIFICATION NUMBERS AND PASSWORDS

A User Identification (ID) Number and password are used to register online and to place bids. The User ID number will be used to identify bidders on the auction web page. When registering online at www.auctionrp.com, you will be required to assign your own User ID and password. The password is limited to eight (8) characters and must include at least: one letter, one number, and one special character from the following list: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, for your privacy, we strongly encourage you to create your User ID in a manner which protects you or your company's identity.

7. BIDDING IN GENERAL

- (a) Registered bidders must submit bids via the Internet at www.auctionrp.com.
- (b) By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.
- (c) Bids must be submitted without contingencies.
- (d) No officer of the Government will be responsible for the failure of a bid to be received by the Government or failure of the bid to be received before the close of the auction.
- (e) It is the responsibility of the bidder to confirm receipt of any bid submitted to GSA.

8. DAILY BIDDING RESULTS

- (a) Bidders are strongly encouraged to monitor bidding activity at our online auction web site at www.auctionrp.com. New bids and auction closing information will be posted to this site.

- (b) The online auction site is updated immediately when new bids are received. The Government shall not be held responsible for any malfunction of the online auction site.
- (c) Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at (404) 331-5133 or the Project Manager, Kris Carson at (404) 331-2696.
- (d) Bidders are urged to pay close attention to the auction web page which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previous bid, you may increase your bid until such time as bidding is closed. Bidders may increase their bids by following the instructions on www.auctionrp.com.

Increased bids for the property must be at least \$100,000 more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids and that date will be announced on the auction web page www.auctionrp.com. If no increased bid is received by 2 p.m. Eastern Daylight or Standard Time (EST) on the date set for receipt for final bids, then bidding will close at 2:00 p.m. on that same date. If an increased bid is received by the stated time, then bidding will continue until the next business day on the same terms. Thereafter, bidding will only be continued to the next business day if an increased bid is received each day by 2:00 p.m. There is no advantage to waiting until the last minute to bid.

11. Bid Executed on Behalf of Bidder

- (a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder. The name and signature of the designated bidder must be included on the registration form.
- (b) If the bidder is a corporation, the registration instructions outlined in paragraph 5 herein must be followed and, in addition to the Bidder Registration Form, a Certificate of Corporate Bidder must be executed and submitted to the GSA office identified herein. The name and signature of the designated bidder must be included on the Bidder Registration Form. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer submitting the bid. In lieu of the Certificate of Corporate Bidder, there may be provided copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (c) If the bidder is a partnership, the registration instructions outlined in paragraph 5 herein must be followed and the Bidder Registration Form must include the names and signatures of all the general partners. The Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, the Government may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name and signature of the designated bidder must be included on the Bidder Registration Form.

12. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high

bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be processed by GSA Finance for refund after receipt of the TIN as stipulated in Section 5 (d) above. In the event that the Government is unable to make an award to the highest or second highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

13. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

14. TRANSMISSION/RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the transmission of an online bid, including but not limited to the following:

- (a) Receipt of a garbled transmission or incomplete bid.
- (b) Availability or condition of the receiving electronic equipment.
- (c) Incompatibility between the sending and receiving equipment.
- (d) Malfunctioning of any network, computer hardware, or software.
- (e) Delay in transmission or receipt of a bid.
- (f) Failure of the bidder to properly identify the bid.
- (g) Security of the bid data.

15. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

The Government reserves the right to reject any or all bids or portions thereof.

16. ADDITIONAL INFORMATION

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

17. WITHDRAWAL BY THE GOVERNMENT

The Government reserves the right to withdraw properties for sale at any time and bid deposits will be returned to bidders without interest or further obligations by the Government. GSA Finance will process refunds as stipulated in Section 5 (d) above.

GENERAL TERMS OF SALE

1. TERM: INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Descriptions, Special and General Terms of Sale, Instructions to Bidders, Environmental Notices, and any provisions of the Bid for Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

2. DESCRIPTION AND CONDITION OF PROPERTY

The description of the property set forth in the IFB and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER. The property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- (a) Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- (b) Subject to any and all existing rights, conditions, restrictions and easements, recorded or

unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

3. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for ninety (90) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the ninety (90) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

After bidding is deemed to be closed, the high bid will be considered to be a continuing offer for sixty (60) days after that date.

5. NOTICE OF ACCEPTANCE OR REJECTION

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

6. CONTRACT

The IFB and the Bid for Purchase of Government Property, when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or

assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Purchaser shall on a mutually agreeable date not later than sixty (60) days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title of the property, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

9. DELAYED CLOSING

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the

nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government. The Government reserves the right to refuse a request for extension of closing.

10. TITLE AND TITLE EVIDENCE

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. ADJUSTMENTS, DOCUMENTARY STAMPS, AND COST OF RECORDING

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Property Disposal Division (4PR)
401 West Peachtree Street, NW, Suite 820
Atlanta, Georgia 30308
Attn: Kris Carson, Project Manager

12. POSSESSION

Possession of the property will be assumed by the Purchaser at the time of closing.

13. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

15. WITHDRAWAL BY GOVERNMENT PRIOR TO CLOSING

The Government may withdraw the property for sale, even after acceptance of the high bid, at any time prior to conveying title. If the auction has closed, notice by the Government of the withdrawal shall be deemed to have been sufficiently given when faxed or mailed to the high bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. If the Government withdraws the property for sale, the Government will promptly refund bid deposit(s) without interest, whereupon the Government will be relieved of any further liability under this contract.

16. ANTITRUST LAWS

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return all monies paid by the Purchaser, without interest.

SPECIAL TERMS AND CONDITIONS

FAA HAZARD CLAUSE

Based upon coordination between the General Services Administration and the Federal Aviation Administration (FAA) as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports", it has been determined that there are public airports within six nautical air miles of the properties. FAA has been apprised of the proposed disposal of the property and that the Government's conveyance document will contain a provision that the Grantee, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, must prohibit any construction or alteration on the property unless a determination of 'no hazard to air navigation' is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

LEAD-BASED PAINT

NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

ASBESTOS-CONTAINING MATERIALS

Asbestos Notice FMR 102-75.335 Provisions Relating To Asbestos.

The Purchaser is warned that the property offered for sale contains asbestos-containing materials (ACMs). Friable asbestos is located in Buildings AA, AP, AL, AE and AR-84 in the form of duct installation. Despite the replacement of the asbestos insulation with fiberglass insulation in many areas, some amount of asbestos insulation remains. Remaining damage to insulation is restricted to localized areas. Non-friable asbestos in the form of cement board, floor tile and mastics is present throughout the building(s).

More specific information concerning the location and condition of the ACM is contained in the Phase I Environmental Assessment prepared by Greenhorne & O'Mara (G&O), Inc. Phase I, Section 6.6. This report is included in the attached CD.

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration (GSA) will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either expressed or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in the Invitation for Bid (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

CERCLA CLAUSE: NOTICE OF HAZARDOUS SUBSTANCE AND HAZARDOUS WASTE ACTIVITY

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that hazardous substances have been released or disposed of or stored for one year or more on the property. The attached documents provide the hazardous substance materials, the known quantities and approximate dates the hazardous materials were stored, disposed or released as well as a description of the wastes generated (paint solvents and petroleum fuels, etc.)

The following reports are included in the CD:

- Site Inspection of the Formerly Used Defense Site, Naval Reserve Industrial Plant Bengies (MD-520), prepared by the Maryland Department of the Environment for the U.S. Environmental Protection Agency, dated March 2003.
- Phase I Environmental Site Assessment, prepared by Greenhorne & O'Mara (G&O), Inc., dated June 2004.

Regulatory database information identifies two hazardous waste generator facility listings for the site address. Both the GSA and the Social Security Administration are listed as small quantity generators as per the Resource Conservation and Recovery Act (RCRA). However, according to interview information, neither the GSA nor any of the tenants on-site are known to generate hazardous waste at the present time. Source: Phase I, Executive Summary.

Based on a complete search of agency files, environmental studies, and site inspection reports, past industrial and manufacturing activities reportedly included metal plating facilities, wastewater treatment plants, incinerators, and the extensive use of paints, solvents, petroleum fuels, etc. These activities occurred on the property during the period 1941 until 1962 when the property was used by the Department of Defense for

production of aircraft and missiles. The Navy occupied the property from 1952 until 1962 and it was known as the Naval Reserve Industrial Plant - Bengies. GSA acquired the property by Federal transfer in 1964 and has used the site for warehousing and storage for Federal agencies since that time.

EPA'S DETERMINATION OF NO FURTHER REMEDIAL ACTION, SEPTEMBER 2003

Maryland Department of the Environment (MDE) completed a preliminary assessment entitled the Inspection of the Formerly Used Defense Site, to determine if the site met the criteria for inclusion of the Environmental Protection Agency's (EPA's) National Priorities List and if the site was subject to Superfund enforcement. In 2002, the MDE collected soil and groundwater samples on the site. Four groundwater monitoring wells currently exist on the site. They are located on the north, northeast, northwest and south side of the GSA Warehouse. Chemical analyses revealed low levels of VOCs, semi-volatile organic compounds (SVOCs) and metals. A toxicological evaluation was performed based on the analytical results obtained during the investigation. The risk assessment assumed that the land use would remain commercial and restricted from the public. Under this scenario, limited risks were determined for continuous exposure to on-site soils. In addition, the toxicological evaluation showed that the local groundwater is impacted by non-carcinogenic compounds and by a few metals. This impact is minimized by the fact the area is served by municipal water and sewer. It was determined that the site did not meet the criteria for inclusion on the NPL. A copy of EPA's letter dated September 24, 2003 is available on the CD.

The following is a summary of the findings in the Site Inspection of the Formerly Used Defense Site, as shown in the Executive Summary on page 6:

- Environmental conditions are such that the property should not be used for residential purposes and groundwater use controls be required. Land use control covenants should be included with the conveyance;

- Chromium concentrations in the groundwater, and polyaromatic hydrocarbon concentrations in soils are greater than MDE standards. Measures should be taken to ensure that the local population does not come in contact with the local soils.

Based on this report's recommendation and EPA's review of the report, GSA will insert in the deed of conveyance the restrictions noted above.

The deed will contain the following CERCLA covenant in its CERCLA clause:

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:
 - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

HISTORIC PRESERVATION

At closing, the Purchaser shall execute a preservation easement to preserve the significant features of the property. Exhibit A of the preservation easement is intended to offer clarification on what may and may not be permissible with respect to exterior and interior alterations to the existing buildings, demolition of portions of the existing buildings, and new construction on the surrounding site. The preservation easement is on the attached CD.

BIDDER REGISTRATION FORM PURCHASE OF GOVERNMENT PROPERTY

Middle River Station
2800 Eastern Boulevard
Middle River, MD 21220



Send this form to:

Ms. Kristine L. Carson, Project Manager
U. S. General Services Administration
Property Disposal Division (4PR)
401 West Peachtree Street, N. W., Suite 820
Atlanta, GA 30308

This Registration Form is made subject to the provisions of the Invitation for Bid attached, including its Property Description, Instructions to Bidders for Online Auction, General Terms of Sale and Special Terms and Conditions, including any amendments, all of which are incorporated herein, and by reference, made a part of the bid.

Bid Deposit: \$500,000

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

Indicate below the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

Bidder represents that he/she operates as (check which applies):

- ☐ An individual _____
- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

Please complete the following:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____ Date: _____

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration Form for Purchase of Government Property)

**Middle River Station
2800 Eastern Boulevard
Middle River, MD 21220**

I, _____, certify that I am _____
(Secretary or other title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid for Purchase of Government Property on behalf of the bidder was

Then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)